

Anamosa

Teamsters #238 (Public Works)

7/1/2004 6/30/2007

ANAMOSA/TEAMSTERS #238 (PUB. WORKS) 04-07

AGREEMENT

BETWEEN

CITY OF ANAMOSA, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION #238,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JULY 1, 2004

to

JUNE 30, 2007

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Anamosa, Iowa, hereinafter referred to as "Employer," and the Chauffeurs, Teamsters and Helpers, Local Union #238, affiliated with International Brotherhood of Teamsters, hereinafter referred to as "Union."

ARTICLE 1.
Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5087 dated July 11, 1994, to-wit:

INCLUDED: All regular full-time Public Service Employees, Mechanic/Assistant Public Service Director, Public Service Utility Employee, Waste Water Operator and Water Operator.

EXCLUDED: Public Service Supervisors; Public Service Assistant Supervisors; employees of other City departments; and all others excluded by Section 20.4 of the Act.

Section 2. The parties further agree that any classification added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification, and employees in those classifications will be included or not included within the bargaining unit as the case may be.

ARTICLE 2.
Definitions

Section 1. ACT means the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. BARGAINING UNIT is the bargaining unit

recognized by the employer and defined in Article I, Recognition, Section 1 hereof.

Section 4. A REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 5. A PROBATIONARY EMPLOYEE is an employee who has not successfully completed six (6) months of continuous service with the employer.

Section 6. A PART-TIME EMPLOYEE is any person employed by the Employer on a continuing part-time basis i.e., working less than forty (40) hours per week.

Section 7. A TEMPORARY EMPLOYEE is any person employed by the Employer for a period of four (4) months or less in a contract year.

Section 8. The word "employee" when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean "regular" employee.

ARTICLE 3.

Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;

d) the right to extend, maintain, curtail or terminate operations of the Employer;

e) the right to determine the size and location of the Employer's operations, to determine the type and amount of equipment to be used, and to determine and implement methods by which its operations are to be conducted;

f) the right to determine and implement assignments by which the department operations are to be conducted, the right to determine methods and material to be used, including the right to introduce new methods or facilities and to change existing methods and facilities;

g) the right to determine and implement the number of personnel needed to conduct the operations of the department and the right to create, modify and terminate departments, job classifications and job duties;

h) the right to transfer, promote and demote, assign and detain employees;

i) the right to discipline;

j) the right to suspend and discharge employees for proper cause;

k) the right to relieve public employees from duties because of lack of work or for other legitimate reasons;

l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and

m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided however, that these rights will not be used for the purpose of discriminating against any employee because of membership or nonmembership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically

and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4.

Union Rights and Responsibilities

Section 1. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

Section 2. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

Section 3. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and

c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

ARTICLE 5.

Union Representatives--Stewards

Section 1. Authorized bargaining representatives of the Union may be permitted to visit the City facilities and confer with representatives of the Employer. If the Union representative desires to confer with the Union steward or an employee, the representative must first notify the City Administrator and the Department Supervisor and obtain permission to confer during working hours. The steward or the employee will be granted permission to participate in such a conference, if it will not interfere with the normal operations of the department.

Section 2. The Employer recognizes the right of the Union to designate one (1) steward to handle Union business. The Union shall keep the Employer notified of the identity of the Union steward at all times. The steward must contact other employees regarding grievances before or after the steward's and employee's shift. The authority of the steward designated by the Union shall be limited to the following duties and activities:

a) To investigate any alleged grievance within the department which the steward represents, provided the steward secures prior permission from the City Administrator to conduct such investigation for a reasonable time as determined and

approved in advance by the Administrator.

b) The presentation of grievances with his/her Employer or designated Employer representative in accordance with the provisions of this Collective Bargaining Agreement.

c) The transmission of all authorized bargaining unit information which is in writing; or, if it is verbal, it is of such routine nature that it does not cause work slowdown or work stoppage or interfere with the Employer's business.

Section 3. Time spent by the steward acting under this Article shall be paid, but shall not be counted as hours worked for the purposes of calculating overtime.

ARTICLE 6.

Dues Checkoff

Section 1. The Employer will make a one-time initiation fee and monthly union dues deductions from the wages of each employee covered by this Agreement, if the employee provides the Employer with the written authorization to make such deductions. The monthly deductions shall be taken from the first paycheck of the month. The deductions will be for monthly Union dues in the amounts certified in such authorizations by the employee or as the same may be modified by written notification from the Union. The Employer will remit such money, together with a statement listing the amount of money withheld from each employee, to the Treasurer of the Union no later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization to deduct monthly Union dues may be revoked by the employee at any time, upon thirty (30) days' written notice to the City, and shall automatically be canceled upon termination of employment.

Section 3. The Union, its successors and assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages or judgments brought by an employee, representative or agent of any employee or against any liability found against the Employer arising out of the operation of this Article or as a result of any action taken by the Employer in reliance on individually authorized deduction forms furnished to the Employer by the Union. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

ARTICLE 7.

Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with

the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

ARTICLE 8.

Seniority

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire and becomes applicable immediately following completion of the probationary period. In the event two (2) or more employees have the same date of hire for the purposes of this Article, seniority for those individual employees having the same date of hire shall be determined by lot.

Section 2. The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer within thirty (30) days after it is posted.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged; fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive workdays without notice to and approval by the

Employer, unless evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining leave of absence.

ARTICLE 9.

Procedure for Staff Reduction

Section 1. In the event the Employer determines that an employee must be laid off within a classification, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among effected employees, seniority shall govern. A temporary, part-time or probationary employee performing duties within the classification from which the employee has been or is to be laid off, shall be laid off first, in that order. No temporary, part-time or probationary employee shall have any right of recall.

Section 2. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

Section 3. Within a department, an employee will be returned to work in the reverse order in which that employee was laid off. No new employee will be hired for a job in that classification until an employee laid off from that classification has failed to comply with a notice of recall.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address.

Notice of recall shall be sent by certified mail, return receipt requested to the employee's latest advised address.

Section 5. An employee shall report to work within seven (7) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report to work on said later effective date.

Section 6. An employee who is laid off shall be allowed to bump an employee with less seniority in an equivalent or lesser classification if the employee is qualified to perform the duties of that position. In the event more than one employee is laid off, the employee with the greater seniority in that classification shall have the initial right to bump.

ARTICLE 10.

Hours of Work

Section 1. The Employer shall establish and post the hours of work for all classifications as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

Section 2. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by

the Employer. The Employer shall give the Union as much advance notice as possible of any major change in work schedules.

Section 3. The normal work schedule for employees under this Agreement shall be as follows:

a) The normal workday shall be from 7:00 a.m. through 3:30 p.m., Monday through Friday, with an unpaid lunch period of one-half (1/2) hour.

b) To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the workday and a fifteen (15) minute break during the second half of the workday, provided that such break shall not be taken during the first hour of the workday. A break period cannot be added to the lunch period and cannot be accumulated or carried over to the next day.

Section 4. The normal workweek shall commence at 12:01 a.m. on Sunday and shall end at midnight on the following Saturday.

ARTICLE 11.

Overtime/Standby/Callback

A. Overtime.

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week. An employee shall be required to work such overtime as the Employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, only hours actually worked shall be counted in determining whether an employee is entitled to overtime.

Section 5. Overtime shall be paid at one and one-half (1- 1/2) times the employee's regular hourly rate of pay, as set out in Exhibit A, or taken as compensatory time as determined at the Employer's discretion.

Section 6. The Employer will, as far as possible, and consistent with the needs of the classification, offer overtime on an equal basis to all employees within the classification.

Section 7. If an employee is required to appear, by the Employer, at a City Council Meeting, the employee will be paid for all time spent at the meeting.

Section 8. An employee may request compensatory time off in lieu of overtime pay at the rate of one and one-half (1 1/2) hours compensatory time earned for all work performed in excess of forty (40) hours per week. The request for compensatory time is subject to the approval of the City Administrator. No employee shall maintain a balance of unused compensatory time in excess of forty (40) hours.

B. Standby.

Section 1. Standby is defined as time when the Employer specifically requires an employee to be immediately available to report for duty during a scheduled time off. "Immediately available" means the employee must report for duty within one-half (1/2) hour of being called to work. An employee that fails to

comply with the Employer's directive is subject to discipline. The terms "standby" and "on-call" are synonymous for the purposes of this Article.

Section 2. An employee required to be on "standby" will receive two (2) hours of straight time pay for each day the employee is required to be on standby. Standby time will not be considered as time worked for the purposes of computing overtime. An employee will not be required to be on standby during approved vacation or leaves of absence as defined in this contract.

Section 3. An employee on standby who is called into work shall not receive callback pay, and shall not receive any additional compensation, until the employee has completed one (1) hour of work. If the callback causes overtime to occur, the employee will receive overtime pay for the time worked as overtime.

Section 4. If an employee is on standby and does not report to work within the required one-half (1/2) hour after receiving notice to report for duty, the employee shall forfeit the two (2) hour standby pay, described in Section 2 above, and may be subject to discipline. The forfeiture of the two (2) hour standby pay under the provisions of this section does not relieve the employee from the requirement to be on standby for the remainder of the standby period. The employee will not be required to forfeit the two (2) hour standby pay for failing to report to duty within one-half (1/2) hour after receiving notice, provided the employee had received advanced permission from the Employer waiving the one-half (1/2) hour report time. If the employee does not report to work within the agreed upon report time, the forfeiture provisions of this Article shall apply.

C. Callback.

Section 1. An employee will be paid a minimum of one (1) hour straight time pay in the event the employee is called back to work by the Employer.

Section 2. Callback does not apply if the employee is called to work one (1) hour or less prior to the start of the employee's shift or is called back to work within one (1) hour of the end of the employee's shift. Callback does not apply where an employee is ordered to work beyond the end of the employee's regular shift.

Section 3. An employee on standby will not receive callback pay if called into work, unless the employee is required to work greater than two (2) hours.

ARTICLE 12.

Holidays

Section 1. The following ten (10) days are designated as holidays, to-wit: New Year's Day, Good Friday (half day), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve (half day), Christmas Day and a personal float day (must be taken anytime during the calendar year, provided two (2) days' advance written notice is given by the employee before taking this personal holiday).

Section 2.

a) When a holiday falls on a Saturday, the Friday preceding said holiday shall be declared the holiday. When a holiday falls on a Sunday, the Monday following the holiday shall be declared the holiday for the purpose of this Article.

b) The only exceptions to Section (a) above will be for Christmas Eve and the personal float holiday.

Section 3. If an employee is required to work on a holiday, the employee shall be paid one and one-half (1 1/2) times the employee's regular hourly rate, in addition to the hours that would otherwise be the employee's leave hours.

Section 4. All employees covered under this Agreement will be paid for eight (8) hours of regular pay for each holiday recognized above, provided that:

a) The employee has worked for thirty (30) calendar days.

b) The employee has worked the last scheduled workday and the first scheduled workday following such holiday. (Employees who are on authorized leave time shall be considered as having worked for the purpose of receiving holiday pay.)

c) In the event a holiday occurs while an employee is on vacation or authorized sick leave, the day will be considered and paid as a holiday and not as vacation or sick leave.

ARTICLE 13.

Leaves of Absence

A. Sick Leave.

Section 1. Sick leave may be used to provide compensation for an absence caused by:

a) Personal sickness, injury or pregnancy.

b) Medical, dental or optical appointments for examination or treatment, with the approval of the immediate supervisor and the City Administrator.

c) Work-related injuries, where necessary, to supplement disability benefits provided under workers' compensation, if the employee requests such supplement in writing.

d) One (1) day of sick leave may be granted for bereavement leave in cases that are not covered under the

bereavement section herein, subject to the approval of the employee's immediate supervisor and the City Administrator.

Section 2. Sick leave may not be used for the following absences:

a) Disability from any sickness or injury purposefully inflicted or caused by an employee's own willful misconduct or gross negligence.

b) Injury or occupational illness sustained during or caused by secondary employment.

c) A substitute for workers' compensation benefits.

d) For the employee's annual leave or leave of absence.

e) For an incapacitation or disability resulting from an injury or illness arising out of and in the course of employment by the City and for which benefits are paid under the Iowa Workers' Compensation Law. (Sick leave may be allowed during the interim period, from the application for to the receipt of workers' compensation benefits as provided in Section 1 above.)

Section 3. Any absence for which sick leave is sought must be reported as soon as practical, but in no event later than the start of the work shift for which the employee will be absent. An employee who uses three (3) consecutive days of sick leave or five (5) days of sick leave in any thirty (30) day period shall be required to furnish the Employer with a doctor's certificate for the days missed.

An employee may be required to submit to an independent medical examination at the discretion of the Employer to determine whether sick leave is necessary or to evaluate the individual's ability to work.

Section 4. Notice of the employee's intent to return to work or of the anticipated date of availability for work must be

provided to the employee's immediate supervisor as soon as possible after the date is known by the employee. An employee returning to work following a serious injury or illness shall be required to present a written release from the employee's physician certifying the employee's fitness for duty.

Section 5. An employee shall accrue twelve (12) hours of paid sick leave at the employee's basic rate of compensation for each month of employment to a maximum accumulation of one thousand, four hundred forty (1,440) hours or one hundred eighty (180) working days.

Section 6. An employee who leaves the employment of the Employer by death or retirement, after fifteen (15) years of full-time employment with the City, shall be entitled to receive, at the employee's then current rate of compensation, one-fourth (1/4) of the employee's accumulated sick leave, not to exceed one hundred seventy-three (173) hours. Retirement under this section shall be defined as termination of employment with the City under such circumstances that entitles the employee to benefits under the retirement benefit provisions of the Social Security Act.

Section 7. Sick leave shall be taken in increments of at least one (1) hour at a time.

B. Funeral Leave.

Section 1. An employee will be excused from work, with pay, for the purpose of making arrangements or attending the funeral of an immediate member of the employee's family, that is, grandmother, grandfather, granddaughter, grandson, father, mother, stepparents, mother-in-law, father-in-law, brother, sister, spouse, son, daughter; subject, however, to the following:

a) Pay will be limited to the necessary time lost from the employee's regular schedule, not exceeding a maximum of

three (3) working days. Paid days would be the day before the funeral, the day of the funeral, and the day after the funeral. An additional two (2) days of paid funeral leave will be allowed of the death of an employee's spouse, child, mother or father.

b) An employee on authorized vacation time will receive an extension of such vacation for any purposes provided in this section.

c) An employee shall notify his/her immediate supervisor as soon as he/she receives notice of such death and shall then make arrangements with the supervisor for the time the employee will be off to attend said funeral.

d) An employee will obtain a paid absence of one (1) day (the day of the funeral) or less, subject to the approval of his/her immediate supervisor, to attend the funeral of an aunt, uncle, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or the grandparents of the employee's spouse.

e) To qualify for any funeral leave pay, the employee must attend the funeral.

C. Leave of Absence Without Pay.

Section 1. When staffing needs allow, the City will give consideration to an employee's written request for a leave of absence without pay, provided the request is based upon good and sufficient reasons. A request for a leave of absence without pay which exceeds a three (3) day period must be accompanied by a detailed written request submitted to the City Administrator for approval.

Section 2. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer. In the event an employee becomes gainfully employed

while on leave of absence without pay, the employee shall be considered to have voluntarily resigned.

Section 3. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits or allowances;
- d) shall not acquire additional seniority;
- e) shall not be entitled to holiday leave, or any other leave.

The Employer may make an exception in writing to any of the above conditions (a-e) for leaves not exceeding ten (10) days.

Section 4. Employees on a leave without pay shall not accrue vacation leave, sick leave, and are not eligible for holiday pay for any holidays that may arise during the leave period. If leave without pay is the result of documented physical or other incapacity, the City will continue its contribution for all insurance benefits provided the employee until final resolution of the employee's incapacity, but in no event beyond six (6) months. The employee must pay their share of the insurance costs during the period of time that leave is taken. If the leave without pay is at the request of the employee for reasons other than incapacity to perform their duties, the City's contribution for insurance benefits will terminate after thirty (30) days, but the employee may remain on the City's plan at their own expense as provided under COBRA.

D. Jury Duty.

Section 1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return to work and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the employee's immediate supervisor.

E. Military Leave.

Section 1. The Employer shall comply with the statute (§29A.28, Code of Iowa) granting leave of absence for military pay, as the same may be amended from time to time.

F. Voting Leave.

Section 1. The Employer shall comply with the statute (§49.109, Code of Iowa), as the same may be amended, granting an eligible voter time to vote.

ARTICLE 14.

Vacations

Section 1. An employee shall earn paid vacation after continuous period of service pursuant to the following schedule:

a) During the first year of employment, forty (40) hours of vacation will be earned. The employee shall earn and receive three and one-third (3.33) hours of vacation following each whole calendar month of employment.

b) During the second through ninth years of employment, eighty (80) hours of vacation will be earned. The employee shall earn and receive six and two-thirds (6.66) hours of vacation per whole calendar month of employment.

c) During the tenth through nineteenth years of employment, the employee will earn one hundred twenty (120) hours of vacation. The employee shall earn and receive ten (10) hours of vacation per whole calendar month of employment.

d) During the twentieth year of employment or more, the employee shall earn one hundred sixty (160) hours of vacation. The employee shall earn and receive thirteen and one-third (13.33) hours of vacation per whole calendar month of employment.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest and recreation from the employee's regular job so that the employee may return to work refreshed. The use of vacation time is granted freely in accordance with the needs of the City of Anamosa.

Section 3. If more than one (1) employee turns in a vacation request for the same day(s), the employee who turned in the request first will be given the requested time off. If the requests are turned in at the same time, the most senior employee will be given the time off. No more than one (1) employee will be given time off at any one time.

Section 4. In the event a holiday occurs during an employee's vacation period, such day will be counted as a holiday and not as a day of vacation.

Section 5. Accrued vacation leave may be taken by an employee from time to time as approved by the employee's supervisor and City Administrator. All vacation leave must be taken in increments of not less than four (4) hours. An employee

must notify the supervisor, in writing, in advance of the beginning of the requested vacation period by at least twice the number of days or hours to be taken off as vacation leave.

Section 6. Vacation time must be used within eighteen (18) months of entitlement. Any vacation time not used within eighteen (18) months of entitlement shall be forfeited.

Section 7. A request for vacation will not be unreasonably denied by the Employer. Vacation days shall be computed as days worked for the purposes of calculating seniority and the accrual of other benefits under this Agreement, but shall not be considered as hours of work for the purposes of computing overtime.

Section 8. If an employee is called to work while on vacation, the employee shall be paid one and one-half (1 1/2) times his or her regular hourly rate to be taken as compensatory time.

ARTICLE 15.

Grievance Procedure

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed and settled in the following manner:

Step I. An employee who has a grievance shall notify orally the employee's immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance. The immediate supervisor shall investigate the grievance and shall

issue a decision in writing within a period of seven (7) calendar days. The failure of the immediate supervisor to issue a written decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, the aggrieved employee may present the grievance in writing to the City Administrator within seven (7) calendar days after the answer of the immediate supervisor was given or was due, whichever is later. The grievance shall be signed by the employee and shall state the facts of the alleged violation, the specific provisions of the Agreement that are in dispute, and the relief or remedy which is desired. The City Administrator shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the City Administrator to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step III. If the grievance is not settled in Step II, the Union may appeal to arbitration. The Union shall within ten (10) calendar days from the date that the City Administrator's answer was given or was due, whichever is later, request arbitration by written notice submitted to the City Administrator, and signed by the Union and the Employer. The written grievance as submitted to the Employer in Step II shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators all of whom shall reside in the State of Iowa. Upon receipt of the list, the parties' designated

representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses, at any Step of the proceedings and must be represented by the Union in Step III. The Union may also process the grievance on its own.

Section 4. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 5. The failure by the Employer to reply within the applicable times as specified above shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

Section 6. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) working days, unless an extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any

decision rendered shall not be retroactive beyond the date on which the alleged grievance occurred.

Section 7. The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 16.

Insurance

A. Health and Medical Insurance.

Section 1. The Employer shall maintain for each employee a health and medical insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. An employee may elect to cover the employee's family under the health and medical insurance policy under the terms set forth in the insurance policy.

Section 2. An employee receiving health and medical insurance under this Article shall be responsible for the payment of ten percent (10%) of the monthly premium cost each month. The Employer will pay the remaining ninety percent (90%) of the premium cost. Employee shall pay any deductible cost or coinsurance cost as set forth in the policy.

Section 3. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the

policy or as to the carrier shall be made by the Employer and shall not be grievable.

B. Life Insurance.

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of Fifteen Thousand Dollars (\$15,000.00) at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 3. The employee may purchase additional life insurance at the employee's cost in accordance with and to the extent provided under the terms of the policy.

ARTICLE 17.

Health and Safety/Uniforms

Section 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the employee to wear or to use, except for safety shoes and prescription safety glasses.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4. The Employer shall provide each employee with three (3) T-shirts and eleven (11) uniform shirts. The employees shall be responsible for all other work clothing, except safety or protective clothing required by the Employer and equipment described herein. The Employer will also provide each employee with one (1) multi-seasonal coat, which shall be replaced by the City at its discretion. The Employer shall be responsible for cleaning the eleven (11) uniform shirts at no cost to the employees. The employee shall be responsible for the care and maintenance of the clothing provided by the City and shall be responsible for the cleaning of all other work clothing worn by the employee.

ARTICLE 18.

Wages

Section 1. The regular rate of pay for each classification of employee is set out in Exhibit A which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. The standard payroll shall be paid biweekly.

Section 4. Employees may move from Public Service I position to Public Service II after two (2) years of satisfactory continuous employment in the Public Service I position.

ARTICLE 19.
General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Employees shall be reimbursed for expenses incurred in attending training or educational programs required by the City. The amount of reimbursement for expenses shall be in accordance with the then current City policy on reimbursements.

Reimbursements shall only be provided upon the presentation of paid receipts.

Section 5. Personal car mileage reimbursement shall be \$.29 per mile, or as permitted by Internal Revenue Service rules and regulations.

ARTICLE 20.
Effective Period

Section 1. This Agreement shall be effective July 1, 2004 and shall continue through June 30, 2007.

Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2007, notice must be given prior to September 15, 2006, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2004.

CITY OF ANAMOSA, IOWA

CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION #238, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By: *Jim D. Hatch*
MAYOR

By: *Dale L. Walter*
BUSINESS REPRESENTATIVE

ATTEST: _____
CITY CLERK

By: *Darryl [Signature]*
SECRETARY/TREASURER

EXHIBIT A

Wage Schedule

Public Service I:

Effective July 1, 2004 - 2.5 percent wage increase.
Effective July 1, 2005 - 2.75 percent wage increase.
Effective July 1, 2006 - 3.5 percent wage increase.

Public Service II:

Effective July 1, 2004 - 2.5 percent wage increase.
Effective July 1, 2005 - 2.75 percent wage increase.
Effective July 1, 2006 - 3.5 percent wage increase.

Mechanic/Assistant Public Service Director:

Effective July 1, 2004 - 2.5 percent wage increase.
Effective July 1, 2005 - 2.75 percent wage increase.
Effective July 1, 2006 - 3.5 percent wage increase.

Water Operator I:

Effective July 1, 2004 - 2.5 percent wage increase.
Effective July 1, 2005 - 2.75 percent wage increase.
Effective July 1, 2006 - 3.5 percent wage increase.

Waste Water Operator I:

Effective July 1, 2004 - 2.5 percent wage increase.
Effective July 1, 2005 - 2.75 percent wage increase.
Effective July 1, 2006 - 3.5 percent wage increase.

Public Service I:

	<u>Entry</u>	<u>Six Months</u>
Hired after July 1, 2004	\$9.23	\$9.41
Hired after July 1, 2005	\$9.81	\$10.01
Hired after July 1, 2006	\$10.46	\$10.67

Mechanic:

	<u>Entry</u>	<u>Six Months</u>
Hired after July 1, 2004	\$10.95	\$11.16
Hired after July 1, 2005	\$11.64	\$11.87
Hired after July 1, 2006	\$12.40	\$12.65

Public Service Utility Employee:

	<u>Entry</u>	<u>Six Months</u>
Hired after July 1, 2004	\$12.30	\$12.70
Hired after July 1, 2005	\$12.64	\$13.05
Hired after July 1, 2006	\$13.05	\$13.94